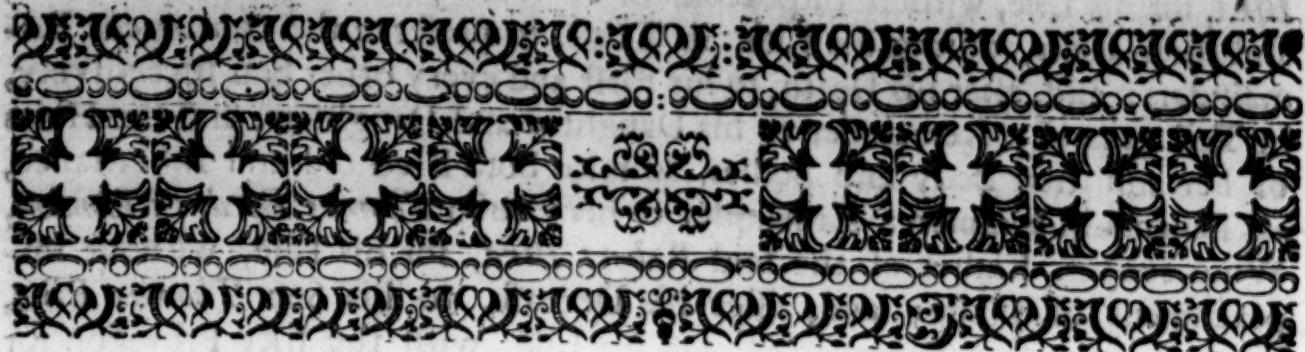


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Read 26 Feb 1755 in Lords
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Enacted 27 Geo II Private Acts c 42.



An ACT for Confirming and Establishing an Exchange of divers Lands in Little Leake, in the County of Nottingham, pursuant to an Agreement between Francis Lord Middleton, and Robert Bird, Esquire; and for other Purposes therein mentioned.



Whereas the Right Honourable Francis Lord Middleton, Baron of Middleton, in the County of Warwick, and Robert Bird, of Sutton Bonington, in the County of Nottingham, Gentleman, have lately entered into an Agreement, in Writing, for the Exchange and Conveyance of certain Lands, Tenements, and Hereditaments, situate and being within the Manor or Lordship of Little Leake, alias West Leake, in the County of Nottingham, in the Words, or to the Effect, following; that is to say, This Indenture, made the Second Day of January, in the Twenty-eighth Year of the Reign of our Sovereign Lord George the Second, by the Grace of God of Great Britain, France, and Ireland, King Defender of the Faith, and so forth, and in the Year of our Lord Christ One thousand Seven hundred and Fifty-five, between the Right Honourable Francis Lord Middleton, Baron of Middleton, in the County of Warwick, on the one Part, and Robert Bird, of Sutton Bonington, in the County of Nottingham, Gentleman, on the other Part: Whereas John Bird, late of Barrow upon Soar, in the County of Leicester, Gentleman, deceased, made his last Will and Testament, in Writing, bearing Date on or about the First Day of January One thousand Seven hundred and Twenty-one, and thereby gave and devised, amongst other Lands and Hereditaments therein mentioned and described, all his Messuages, Lands, Tenements, and Hereditaments, in Little Leake, otherwise

Wife *West Leake*, in the County of *Nottingham*, to his Brother *George Bird*, for his Life, without Impeachment of Waste; Remainder to Trustees, and their Heirs, during his Life, in Trust, to preserve the contingent Remainders; and, after his Death, to his First and every other Son successively, in Tail general; Remainder to his Daughter and Daughters, and the Heirs of her and their Body and Bodies, to take both Freehold and Inheritance; as Tenants in common; Remainder to his Cousin *Thomas Bird*, of *London*, Wine-cooper, Father of the said *Robert Bird*, for his Life, without Impeachment of Waste; and, after his Decease, to his Son *Thomas Bird*, Brother of the said *Robert Bird*, for his Life, with the like Provision for preserving the contingent Remainders; and after his Decease, to his First and every other Son successively, in Tail; Remainder to his Daughter and Daughters, in Tail General, to take as Tenants in common, as aforesaid; Remainder to the said *Robert Bird*, for his Life, without Impeachment of Waste, with the like Provision for preserving the contingent Remainders; and, after his Death, to his First and every other Son successively, in Tail; Remainder to all and every of his Daughters, in Tail; Remainder to all and every other the Son and Sons of the said *Thomas Bird* the elder, successively, in Tail; Remainder to all and every the Daughters of the said *Thomas Bird* the elder, in Tail, to take as Tenants in common, as aforesaid; with Remainder to the right Heirs of the said Testator: And whereas the said *George Bird* died soon after the Testator, his Brother, without Issue; and the said *Thomas Bird*, Wine-cooper, left Issue *Thomas Bird* the younger, his eldest Son, who is since dead, without Issue, the said *Robert Bird*, and *Hannah Bird*, afterwards *Hannah Brouncker*, Wife of *Richard Brouncker*, and no other Issue: And whereas the said *Hannah Brouncker* is since dead, leaving Issue *Sarah Brouncker*, her only Child, now *Sarah Cater*, Wife of *Cater*, of *Bread-street*, *London*, Apothecary; and the Premises devised by the said Will do, by virtue of and under the Devises and Limitations therein contained, now stand limited to the said *Robert Bird*, for his Life; and after his Death, and subject to the Limitations to his Sons and Daughters, and their respective Issues, to the Use of the said *Sarah Cater*, in Tail General; with the Remainder or Reversion, in Fee, to the right Heirs of the said *John Bird* the said Testator; and which said Estate, in Tail General, she the said *Sarah Cater* is qualified by Law, with the Concurrence of the said *Robert Bird*, to bar and extinguish, or to convert the same into a Fee-simple Estate: And whereas, by Articles of Agreement, indented, bearing Date the Thirty-first Day of *July* One thousand Seven hundred and Forty-nine, and made between *Evelyn Chadwicke*, of *Little Leake*, otherwise *West Leake*, in the County of *Nottingham*, Esquire (since deceased) of the one Part, and the said *Robert Bird*, by the Name and Description of *Robert Bird*, of *Sileby*, in the County of *Leicester*, Gentleman, of the other Part; after reciting therein, that, by Indenture, bearing Date on or about the Twenty-seventh Day of *June* One thousand Seven hundred and Thirty-four, and made between the said *Thomas Bird*, Citizen and Cooper of *London*, the said *Thomas Bird*, his eldest Son, and the said *Robert Bird*, Party hereto, of the one Part, and *Thomas Mansfield*, of *West Leake*, in the County of *Nottingham*, Esquire, of the other Part; the said *Thomas Bird* the Father, *Thomas Bird* the Son, and *Robert Bird*, in Consideration of the yearly Rents

Rents therein after received, did demise, lease, set; and to farm lett, unto the said *Thomas Mansfield*, a certain Messuage, Cottage, or Tenement, and several Closes, Arable Lands, Meadow, Pasture, and Grass Grounds, therein particularly mentioned and described, situate and being in *West Leake* aforesaid, and then or late in the Tenure of *Thomas Barrows*, together with the Appurtenances thereto belonging, to hold unto the said *Thomas Mansfield*, his Executors, Administrators, and Assigns, for and during the Term of Forty-two Years, under the yearly Rent of Sixty Pounds therein reserved and made payable to the said *Thomas Bird* the Father, *Thomas Bird* the Son, and *Robert Bird*, or one of them, their or one of their Heirs, Executors, or Administrators, at the Days and Times therein mentioned; and also under, and subject to, the Payment of the yearly Rent of Ten Pounds for every Acre of Gras Ground, Parcel of the said demised Premises, which the said *Thomas Mansfield*, his Executors, Administrators, or Assigns, should, without Licence under the Hands and Seals of the said *Thomas Bird*, the Father, *Thomas Bird*, the Son, and *Robert Bird*, first had and obtained, plow up, convert, or use in Tillage, during the said Term thereby demised; and so after the same Rate for every Acre, and for every greater or less Quantity than an Acre thereof; and also reciting, that the said *Thomas Mansfield*, being seised, in Fee, of the Manor and Lordship of *Little Leake*, otherwise *West Leake*, aforesaid, and of all and singular the Messuages, Lands, Tenements, and Hereditaments, therein (except the said demited Premises, and the Glebe Lands belonging to the Rectory of the said Parish) by his Will gave and devised the same to the said *Evelyn Chadwicke*, in Fee, who, by virtue of such Will, became intitled not only to the said Manor, Lands, and Premises, but also to the said Premises demised to the said *Thomas Mansfield*, by the said recited Indenture, for and during the Residue of the said Term of Forty-two Years; and also taking Notice, that several Disputes and Differences had been depending between *Granvill Wheler*, Rector of *Little Leake* aforesaid, and the said *Thomas Mansfield*, relating to the Inclosure of the said Manor or Lordship, and the Lands belonging to the said *Thomas Mansfield*, and the Right of Tythes belonging to the said Rectory; and that the said *Granvill Wheler* and *Evelyn Chadwicke*, after the Death of the said *Thomas Mansfield*, had come to an Agreement touching the said Inclosure; and, in consequence of such Agreement, did obtain an Act of Parliament for the Confirmation thereof; and that the said *Evelyn Chadwicke*, since the making the said Act, had not only inclosed all, or the greatest Part of the said Manor or Lordship of *Little Leake*, otherwise *West Leake*, aforesaid, and the several Lands, Grounds, and Hereditaments, therein, whereof he was seized, in Fee, as aforesaid, but also the Lands and Grounds which had been demised to the said *Thomas Mansfield*, as aforesaid, and had plowed up, and converted into Tillage, divers Parts of the Premises comprised in the said Lease, contrary to the Covenants and Agreements therein contained; and further reciting, That the said *Thomas Bird* the Father, *Thomas Bird* the Son, or *Robert Bird*, not having consented to the laid Inclosure, sundry Disputes and Controversies might arise between the said *Evelyn Chadwicke* and the said *Robert Bird*, who was then seised, for the Term of his Life, of and in the Messuage, Lands, and Premises, demised to the said *Thomas Mansfield*, as aforesaid; and that, in order to prevent such Controversies and Disputes, it had been agreed

agreed by and between the said *Evelyn Chadwicke*, and *Robert Bird* (so far as in him lay) that he the said *Robert Bird* should have so much, and such Part and Quantity of the Estate of the said *Evelyn Chadwick*, allotted and set apart for him, as should be equivalent to the Messuage, Lands, Grounds, and Premises, of the said *Robert Bird*; the same Lands not to be valued by the yearly Rent the same were demised at, but according to the equal Value thereof, Acre for Acre, as the same were then really worth; and that Two proper Persons should be elected and nominated by the said *Evelyn Chadwicke*, and Two other Persons, by the said *Robert Bird*; and that the said Four Persons should set a true Value upon the Messuage, Cottags, or Tenement, and Buildings, and the several Closes, Pieces or Parcels of Meadow or Pasture Ground inclosed, belonging to the said *Robert Bird*; and should allot and set apart for the said *Robert Bird*, so much, and such Part, of the Lands of the said *Evelyn Chadwicke*, as they should deem really equal in Value to the Lands and Grounds of the said *Robert Bird*; and that the said Lands, so to be allotted and set apart as aforesaid, should be given to the said *Robert Bird*, in Exchange for the Lands and Grounds of the said *Robert Bird*; and that the said Four Persons should also measure all the Field, or Tillage Land (or which formerly was so) belonging to the said *Robert Bird*; and for every Acre thereof should lay out an Acre of the Field-Land of the said *Evelyn Chadwicke*, and so in the same manner for every Acre of Meadow-Ground; and shoule separate and set apart a proportionable Part of the Commons, or Common-Ground, belonging to the said Lordship of *Leake* aforesaid, to and for the said *Robert Bird*, to be had and enjoyed with the said Premises so to be had in Exchange; and that the said *Evelyn Chadwicke* was to surrender and deliver up the said recited Indenture of Lease to the said *Robert Bird*, who was to pay Tythes to the said *Evelyn Chadwicke* for the said Lands so to be allotted and set apart for him as aforesaid: It was thereby witnessed, and the said *Evelyn Chadwicke*, in Consideration of the Premises, did thereby covenant, promise, and agree, on or before the Twenty-ninth Day of September then next ensuing, to nominate and appoint, under his Hand, in Writing, Two proper Persons, with the Persons to be nominated by the said *Robert Bird*, to value and measure the Messuage, Lands, and Premises, of the said *Robert Bird*, and to allot and set apart Lands and Grounds of him the said *Evelyn Chadwicke*, situate in *Little Leake*, otherwise *West Leake*, aforesaid, of equal Value thereto, for and in Lieu, and as an Exchange, for the same; and that he the said *Evelyn Chadwicke* should and would, at or before the Twenty-fifth Day of March next, after such Valuation and Allotment had been made as aforesaid, sign, seal, and execute any Deed of Exchange, Indenture, Act, Matter, or Thing, whatsoever, as should be necessary for the confirming of such Exchange, and should and would surrender and deliver up to the said *Robert Bird*, his Heirs and Assigns, the said recited Indenture of Lease; and the said *Robert Bird*, in Consideration of the Premises, did thereby covenant, promise, and agree, on or before the said Twenty-ninth Day of September then next, to nominate and appoint, under his Hand, Two sufficient proper Persons to join with the others to be elected by the said *Evelyn Chadwicke*, as aforesaid, to make such Valuation and Allotment, as by the said Articles of Agreement was intended to be made for the said Exchange, and should and would, at or

or before the said Twenty-fifth Day of *March* next after such Valuation and Allotment had been made as aforesaid, sign, seal, and execute, any Deed of Exchange, Indenture, Act, Matter, or Thing, as should be reasonable and necessary for the more perfect making such Exchange and Confirmation thereof; and should and would, yearly, and every Year, for ever thereafter, pay, or cause to be paid, to the said *Evelyn Chadwicke*, his Heirs and Assigns, Tythes for the said Lands and Premises, so to be allotted and set apart for him, and in every respect conform to the true Meaning of the said recited Agreement: **And whereas** by Indenture, bearing Date the Twenty-fourth Day of *March* One thousand Seven hundred and Forty-nine, and made, or mentioned to be made, between the said *Evelyn Chadwicke*, then of *Stanford Hall*, in the County of *Nottingham*, of the One Part, and the said *Robert Bird*, of the other Part; after reciting or taking Notice of the said Articles, and that, in pursuance of the said Agreement, the said *Evelyn Chadwicke* and *Robert Bird* had nominated and appointed Four proper Persons to make such Valuation and Allotment, as aforesaid, and that the said Persons, so elected, had accordingly measured and valued, as well the Messuage, Lands, and Hereditaments, of the said *Robert Bird*, as also the Messuage, Lands, and Hereditaments, of the said *Evelyn Chadwicke*, therein mentioned, and intended to be granted in Exchange for the Messuage, Lands, and Premises, of the said *Robert Bird*; and by Writing under their several Hands had declared, that the said Messuage, Lands, and Hereditaments, of the said *Evelyn Chadwicke*, therein after-mentioned, were of equal Value to, and a fair Exchange for, the said Messuage, Lands, and Hereditaments, of the said *Robert Bird*; accordingly it was thereby witness-ed, That, in pursuance of the said Articles of Agreement, and to the intent the same might be carried into Execution, and for other Considerations therein mentioned, he the said *Evelyn Chadwicke* did grant, exchange, and confirm, unto the said *Robert Bird*, his Heirs and Assigns, all that Messuage or Tenement and Homestead, with the Appurtenances, situate, standing, and being in *Little Leake*, otherwise *West Leake*, aforesaid, then in the Tenure or Occupation of *John Cragg*, his Assignee or Assigns; and also all those several Closes or inclosed Grounds lying and being in *Little Leake*, otherwise *West Leake*, aforesaid, called or known by the several Name or Names of *Beck's Close*, *Bet's Close*, *Brick-Kiln Closes*, *Clay Nook*, *Brook Close*, *Ashfield Close*, *Thorney Motts*, *Blount's Meadow*, and Two *Leakefield Closes*, all which said Closes contain together One hundred and Sixty-eight Acres One Rood and Twenty-six Perches, or thereabouts, (be the same more or less) and in the Tenure or Occupation of *Bryan Wyld*, *Francis Repton*, *Elizabeth Carver*, *Thomas Carver* and Partners, *Joseph Cross*, and *Marshall*, and Partners, their Assignee or Assigns; and also all that Close or Piece of Pasture or late Common, lying and being in *Little Leake*, otherwise *West Leake*, aforesaid, containing, by Estimation, Fifty-seven Acres, or thereabouts, and called or known by the Name of the *Mare Leys*, lying near to, or adjoining to the Park or Paddock lately impailed and taken in by the said *Evelyn Chadwicke*, and then in the Tenure or Occupation of *William Patchet*, *Thomas Clayton*, and *Robert Blood*, their Assignee or Assigns; together with all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Yards, Backsides, Hedges, Ditches, Mounds, Fences, Trees, Ways,

Ways, Easements, Paths, Passages, Waters, Watercourses, Profits, Privileges, Advantages, Hereditaments, Rights, Members, and Appurtenances whatsoever, to the said Messuage, Closes, and Premises belonging, or in any wise appertaining or accepted, reputed, taken, or known as Part, Parcel, or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the said Premises; and also all the Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of him the said *Evelyn Chadwicke*, his Heirs and Assigns, of, in, or to the same Premises, every or any Part thereof (save and except all and all manner of Tythes, yearly growing, increasing, renewing, and happening out of the said Premises, which the said *Robert Bird*, his Heirs and Assigns, are to pay to the said *Evelyn Chadwicke*, his Heirs and Assigns; and also except all and all manner of Commons, and Common of Pasture whatsoever, to hold unto, and to the Use of, the said *Robert Bird*, his Heirs and Assigns, in Exchange for the Messuage, Closes, Lands, and Premises, therein after-mentioned, and intended to be granted in Exchange, by the said *Robert Bird*, to the said *Evelyn Chadwicke*: And it was by the said Indenture further witnessed, That for the Ends, Purposes, and Considerations before-mentioned, and in Consideration of the aforesaid Grant and Exchange of the said Messuage, Closes, and Premises, and for other the Considerations therein mentioned, he the said *Robert Bird* did grant, exchange, and confirm, unto the said *Evelyn Chadwicke*, his Heirs and Assigns, all that Messuage or Tenement, and Homestead, with the Appurtenances, situate, standing, and being, in *Little Leake*, otherwise *West Leake*, aforesaid, then in the Tenure or Occupation of *William Wild*, his Assignee or Assigns; and also all and singular the Closes or inclosed Grounds, Arable Lands, Ley Grounds, Meadow Pasture, and Grass Ground, and other the Lands, Tenements, and Hereditaments whatsoever, of him the said *Robert Bird*, situate, lying, and being in *Little Leake*, otherwise *West Leake*, aforesaid, or within the Lordship, Liberties, Precincts, or Territories thereof, and which were demised to the said *Thomas Mansfield*, by the said Indenture of Demise, of the Twenty-seventh Day of June, One thousand Seven hundred and Thirty-four, and then or then late in the Tenure or Occupation of

Assignee or Assigns,

together with all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Yards, Backsides, Hedges, Ditches, Mounds, Fences, Trees, Woods, Underwoods, Ways, Easements, Paths, Passages, Waters, Watercourses, Hades, Balks, Leys, Lands, Landends, Leafows, Lot Grass, Tying Grass, Parting Grass, Commons, and Common of Pasture, Profits, Privileges, Advantages, Hereditaments, and Appurtenances whatsoever, to the same Premises belonging, or in anywise appertaining, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the said Premises; and also all the Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of him the said *Robert Bird*, of, in, or to, the same Premises, every or any Part thereof, to hold unto and to the Use of the said *Evelyn Chadwicke*, his Heirs and Assigns, for and during the natural Life of the said *Robert Bird*, in Exchange for the Messuage or Tenement, Closes or inclosed Ground and Premises therein before granted, in Exchange

Exchange by the said *Evelyn Chadwicke*, to the said *Robert Bird*; and the said *Evelyn Chadwicke* and *Robert Bird* did thereby mutually agree to use their utmost Endeavours in the then next Sessions, or so soon after as might be convenient, to procure an Act of Parliament for confirming and making effectual and perpetual the Grants and Exchanges thereby made, as aforesaid; so that the said *Evelyn Chadwicke*, his Heirs and Assigns, might for ever thereafter have, hold, and enjoy, the Premises thereby granted in Exchange to him by the said *Robert Bird*; and that the said *Robert Bird*, and the Person or Persons who would be intitled to the Premises granted in Exchange to the said *Robert Bird*, after his Decease, might also, for ever thereafter, according to his and their Estates therein, have, hold, and enjoy, the said Premises thereby granted in Exchange, by the said *Evelyn Chadwicke*, to the said *Robert Bird*: **And whereas** the said *Francis Lord Middleton*, hath purchased the said Manor of *West Leake*, otherwise *Little Leake*, aforesaid, and all other the Estate of the said *Evelyn Chadwicke*, in *West Leake*, otherwise *Little Leake*, aforesaid, and by Indenture of Bargain and Sale inrolled in the High Court of Chancery, bearing Date on or about the Twentieth Day of *August* One thousand Seven hundred and Fifty-two, and made, or mentioned to be made, between the said *Evelyn Chadwicke*, by the Name and Description of *Evelyn Chadwicke*, of *Carlton* in *Lindrick*, in the County of *Nottingham*, Esquire (Nephew, Devisee, and One of the Coheirs, of *Thomas Mansfield*, late of *West Leake*, otherwise *Little Leake*, in the said County of *Nottingham*, Esquire), and *Elizabeth*, the Wife of the said *Evelyn Chadwicke*, and *Chiverton Hartopp*, of the Town and County of the Town of *Nottingham*, Esquire, and *Katherine* his Wife, Sister, and the other Coheir, of the said *Thomas Mansfield*, deceased, of the One Part, and the said *Francis Lord Middleton*, of the other Part, and by a Fine duly had and levied, in pursuance thereof, and by other good and sufficient Conveyances and Assurances in the Law, all that the Manor of *West Leake*, otherwise *Little Leake*, aforesaid, with the Rights, Members, and Appurtenances, and the said Messuage, Closes, Lands, Tenements, and Hereditaments, so granted, or intended to be granted, by the said *Evelyn Chadwicke*, to the said *Robert Bird*, in Exchange, as aforesaid; and all and every other the Messuages, Cottages, Lands, Rents, Tenements, Tythes, and Hereditaments whatsoever, of them the said *Evelyn Chadwicke*, and *Elizabeth* his Wife, and *Chiverton Hartopp*, and *Katherine* his Wife, or any or either of them, in *West Leake*, otherwise *Little Leake*, aforesaid, are granted and conveyed unto, and to the Use of, the said *Francis Lord Middleton*, his Heirs and Assigns, for ever: **And whereas** the said *Francis Lord Middleton* and *Robert Bird* are willing and desirous that the Exchange so agreed upon, between the said *Robert Bird* and *Evelyn Chadwicke*, may proceed and take Effect, and that the Fee Simple and Inheritance of the Premises agreed to be conveyed, and given in Exchange, to the said *Evelyn Chadwicke*, as aforesaid, may be vested in the said *Francis Lord Middleton*, the Purchaser of the said Manor of *West Leake*, otherwise *Little Leake*, as aforesaid, discharged of all the Uses and Limitations of the said first recited Will: But, as such Exchange, as aforesaid, cannot be rendered effectual for the Purposes aforesaid, without the Aid and Authority of an Act of Parliament; now therefore this Indenture witnesseth, and it is hereby mutually agreed by and between the said *Francis Lord Middleton* and *Robert Bird*, and each of them

them doth, for himself, respectively, and for his respective Heirs, Executors, and Administrators, covenant and agree to and with the other of them, his Heirs, Executors, Administrators, and Assigns, by these Presents, that they the said *Francis Lord Middleton* and *Robert Bird*, respectively, will apply for, and endeavour to obtain (at the Costs and Charges of the said *Francis Lord Middleton*), an Act, to be passed in this present Session of Parliament, or as soon after as the same can be had, for the ratifying, establishing, and confirming the said Exchange, so made and agreed upon by and between the said *Evelyn Chadwicke* and *Robert Bird*, as aforesaid, pursuant to, and according to the Tenor and true Meaning of, the said Indenture of the Twenty-fourth Day of *March* One thousand Seven hundred and Forty-nine, and the Parties thereto; and also for the confirming and rendering effectual the Conveyance of the said Manor and Estate at *West Leake*, otherwise *Little Leake*, aforesaid, so made to the said *Francis Lord Middleton*, as aforesaid; and that they the said *Francis Lord Middleton* and *Robert Bird* will, respectively, sign such Petition to Parliament, and do such other Acts and Things, at the Costs and Charges of the said *Francis Lord Middleton*, for the obtaining and procuring the said intended Act of Parliament, as are usual and requisite in that Behalf; and the said *Francis Lord Middleton* doth hereby, for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree, to and with the said *Robert Bird*, his Heirs and Assigns, to pay and defray all the Charges and Expences incident to and attending the obtaining and passing such Act of Parliament, as aforesaid; in witness whereof the said Parties to these Presents have hereunto interchangeably set their Hands and Seals, the Day and Year first above written; as in and by the said Indenture herein before set forth and recited, relation being thereunto had, may appear:

And whereas the Exchange and Inclosure so made, or agreed to be made, by the said *Evelyn Chadwicke* and *Robert Bird*, as aforesaid, hath been of great Convenience and Benefit to the said *Robert Bird*, and hath been the Means of increasing the yearly Income of his Estate in *Little Leake*, alias *West Leake*, at least Sixty Pounds per Annum; and as the confirming the same would tend not only to the Security of the said Lord *Middleton*, in his Purchase, but also be for the Advantage of all the Persons claiming under the Will of the said *John Bird*, the said *Francis Lord Middleton* and *Robert Bird* are willing and desirous that the said Inclosure and Exchange should be ratified, established, and confirmed; and the said *Robert Bird*, in regard of the great Increase and Advance in the Value of the said Estate, by means and in consequence thereof, and of which his eldest Son, for the Time being, would have the Benefit, doth propose and desire, that the Improvement so made of his Estate may be communicated to, and some Provision made thereout for, his younger Child or Children, in such Proportion to the increased Value thereof, as shall be thought reasonable; **But**, by reason of the Limitations contained in the Will of the said *John Bird*, herein before-mentioned and recited, the Ends and Purposes so proposed cannot be obtained and effected without the Aid and Authority of an Act of Parliament;

Wherefore your Majesty's most dutiful and loyal Subjects, the said *Francis*

Francis Lord Middleton, and also the said *Robert Bird*, for himself, and on the Behalf of his Two Children, who are both Infants,

Do most humbly beseech Your M A J E S T Y,

That it may be **Enacted**; **And be it Enacted**, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Indenture of the Twenty-fourth Day of *March* One thousand Seven hundred and Forty-nine, herein before-mentioned, and the mutual Conveyances and Exchange thereby made and effected, or mentioned to be made and effected; and also the said Indenture of Bargain and Sale inrolled, bearing Date on or about the Twentieth Day of *August* One thousand Seven hundred and Fifty-two, herein before-mentioned, and the Conveyance and Assurance thereby made, or mentioned to be made, unto and for the Benefit of the said *Francis Lord Middleton*, shall be, and the same are hereby, ratified, established, and confirmed, according to the Purport and true Intent and Meaning of the same Indentures, respectively; and that all that the said Messuage, Tenement, and Homestead, with the Appurtenances, in *Little Leake*, otherwise *West Leake*, aforesaid, herein before-mentioned to be in the Tenure or Occupation of *William Wild*, his Assignee or Assigns; and also all and singular the said Closes or inclosed Grounds, Arable Lands, Ley Grounds, Meadow, Pasture, and Grass Ground, and other the Lands, Tenements, and Hereditaments whatsoever, of him the said *Robert Bird*, in *Little Leake*, otherwise *West Leake*, aforesaid, and which were demised to the said *Thomas Mansfield*, by the said Indenture of the Twenty-seventh Day of *June* One thousand Seven hundred and Thirty-four; and also all and every other the Messuages, Lands, Tenements, Hereditaments, and Premises, which in and by the said Indenture of the Twenty-fourth Day of *March* One thousand Seven hundred and Forty-nine, herein before-mentioned or recited, were granted, exchanged, and confirmed, or mentioned or intended to be granted, exchanged, and confirmed, by the said *Robert Bird* unto the said *Evelyn Chadwicke*, his Heirs and Assigns, during the Life of the said *Robert Bird*, in Exchange for the Premises granted in Exchange by the said *Evelyn Chadwicke* to the said *Robert Bird*, as aforesaid, with their and every of their Rights, Members, and Appurtenances, shall, from and after the Twenty-fifth Day of *March* One thousand Seven hundred and Fifty-five, be vested in, and settled upon, and the same are hereby, from thenceforth, vested in, and settled upon, the said *Francis Lord Middleton*, his Heirs and Assigns, to the Use of the said *Francis Lord Middleton*, his Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, and indemnified, of, from, and against all and every the Uses, Estates, Trusts, Powers, Provisoes, and Limitations, in and by the said recited Will of the said *John Bird* limited, created, and declared, of and concerning the same.

And it is hereby further Enacted and Declared, That all that the said Messuage or Tenement, and Homestead, in *Little Leake*, alias *West Leake*, aforesaid, herein before mentioned to be in the Tenure or Occupa-

son of the said *John Cragg*, his Assignee or Assigns; and also the said several Closes, or inclosed Grounds, in *Little Leake*, otherwise *West Leake*, aforesaid, called *Beck's Close*, *Bet's Close*, *Brick-Kiln Closes*, *Clay Nook*, *Brook Close*, *Ashfield Close*, *Thorney Motts*, *Blount's Meadow*, and Two *Leake-field Closes*, herein before mentioned to contain One hundred and Sixty-eight Acres One Rood and Twenty-six Perches, or thereabouts, and to be in the Tenure or Occupation of the said *Bryan Wild*, *Frances Repton*, *Elizabeth Carver*, *Thomas Carver* and Partners, *Joseph Cross*, and *Marshall* and Partners, their Assignee and Assigns; and also the said Close, or Piece of Pasture, or late Common, in *Little Leake*, otherwise *West Leake*, aforesaid, containing, by Estimation, Fifty-seven Acres, or thereabouts, and called by the Name of the *Mare Leys*, lying near to, or adjoining to, the said Park or Paddock lately impailed and taken in by the said *Evelyn Chadwicke*, and herein before mentioned to be in the Tenure or Occupation of the said *William Patchet*, *Thomas Clayton*, and *Robert Blood*, their Assignee or Assigns; and also all and every other the Messuages, Lands, Tenements, Hereditaments, and Premises, whatsoever, which, in and by the said recited Indenture of the Twenty-fourth Day of *March* One thousand Seven hundred and Forty-nine, were granted, exchanged, and confirmed, or mentioned or intended to be granted, exchanged, and confirmed, by the said *Evelyn Chadwicke* to the said *Robert Bird*, his Heirs and Assigns, in Exchange for the Premises therein mentioned, and intended to be granted in Exchange by the said *Robert Bird* to the said *Evelyn Chadwicke*, as aforesaid, with their and every of their Rights, Members, and Appurtenances, shall, from and after the said Twenty-fifth Day of *March* One thousand Seven hundred and Fifty-five, be vested in, and settled upon, and the same are hereby from thenceforth vested in, and settled upon *Joseph Coltman*, of the City of *London*, Merchant, and *William Bilby*, of the Town and County of the Town of *Nottingham*, Gentleman, their Heirs and Assigns, freed and discharged, and absolutely acquitted, exempted, and indemnified, of, from, and against, all Claims and Demands of the said *Francis Lord Middleton* and his Heirs; and that they the said *Joseph Coltman* and *William Bilby*, and their Heirs, shall stand and be seised of and in the said Messuages, Lands, Tenements, Hereditaments, and Premises, hereby vested in them as aforesaid, to the Use of the said *Robert Bird*, and his Assigns, during his Life, without Impeachment of or for any manner of Waste; and, immediately from and after the Determination of that Estate, to the Use of the said *Joseph Coltman* and *William Bilby*, and their Heirs, during the Life of the said *Robert Bird*, in Trust, to preserve the contingent Remainders, herein after limited, from being defeated or destroyed; and, for that Purpose, to make Entries, and bring Actions, as Occasion shall require; yet, nevertheless, to permit and suffer the said *Robert Bird*, and his Assigns, to take and receive the Rents, Issues, and Profits, of the same Premises, during his Life; and, immediately after the Decease of the said *Robert Bird*, to, for, upon, and subject to, such and so many of the Uses, Estates, Trusts, Powers, Provisoes, and Limitations, in and by the said recited Will of the said *John Bird* limited, created, provided, and declared, of and concerning the Premises hereby vested in the said *Francis Lord Middleton*, and his Heirs, as aforesaid, to take Effect after the Death of the said *Robert Bird*, as shall be then existing undetermined, or capable of taking Effect.

Provided

Provided always, and it is hereby further Enacted and Declared, by the Authority aforesaid, That it shall and may be lawful to and for the said *Robert Bird*, at any Time or Times, during his Life, by any Deed or Deeds, Writing or Writings, to be by him sealed and delivered in the Presence of Two or more credible Witnesses, to grant, demise, limit, or appoint, all or any of the Messuages, Lands, Tenements, and Premises, in and by this present Act limited to him for his Life, as aforesaid, unto any Person or Persons, for any Term or Number of Years, upon the Trusts, and for the Purposes, herein after mentioned, (that is to say) in case any Child or Children of the Body of the said *Robert Bird* lawfully begotten, who shall, by virtue of this present Act, be seized of, or intitled to, the Inheritance of the Premises hereby limited to the said *Robert Bird*, for his Life, as aforesaid, of and for an Estate Tail, either in Possession or Remainder, shall live to attain the Age of Twenty-one Years, and shall, with or without the Concurrence of the said *Robert Bird*, by common Recovery, or other Act in Law, bar and defeat the said Estate Tail, and all Remainders and Reversions thereupon expectant and depending; then, and in such case, the Trustee or Trustees of the said Term so to be limited, for the Time being, shall and may, at any time or times, from thenceforth, by Sale or Mortgage of the Premises so to be granted, limited, or appointed, for all or any Part of the said Term, or by or out of the Rents and Profits thereof, or by all or any of the said Ways and Means, to raise and levy any Sum or Sums of Money, not exceeding, in the Whole, the Sum of Fifteen hundred Pounds, for the Portion and Portions of all and every the Child and Children of him the said *Robert Bird*, not intitled to the Inheritance, as aforesaid; to be paid at such Time and Times, and in such Proportions and Manner, and with such Maintenance, from the Commencement of the said Term so to be limited, until the said Portion or Portions, respectively, shall become payable, not exceeding the Interest of such Portion or Portions, after the Rate of Three Pounds Ten Shillings *per Centum per Annum*, as in such Deed or Deeds, Writing or Writings, respectively, shall be declared, directed, and appointed; so as in every such Grant, Limitation, or Appointment, there be contained a Proviso or Declaration for the Term thereby respectively to be granted, limited, and appointed, to cease and be void, or to attend the Freehold and Inheritance of the Premises therein to be comprised, when the Sum and Sums of Money to be charged thereon shall be raised and levied, or shall cease to become payable.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than and except the said *Francis Lord Middleton*, and his Heirs, and the said *Robert Bird*, and his first and every other Son and Sons, and the Heirs Male of the respective Bodies of such Sons; and all and every the Daughter and Daughters of the said *Robert Bird*, and the Heirs of the respective Bodies of such Daughters; and also the said *Thomas Cater*, and *Sarah his Wife*, and the Children and Issue of the Body of the said *Sarah Cater* begotten or to be begotten; and the Trustees named in the Will of the said *John Bird*, to preserve the contingent Remainders; and the right

right Heirs of the said *John Bird*, the Testator; and all and every other Person and Persons claiming, or to claim, any Estate, Use, Trust, Right, Title, or Interest, of, in, to, or out of, the Premises vested and settled by this Act, or any Part thereof, by virtue of or under the said Will of the said *John Bird*; All such Estate, Right, Title, Interest, Claims, and Demands whatsoever, of, in, to, or out of, the Premises vested and settled by this Act, as they, every or any of them, had before the passing this Act, or could or might have had and enjoyed, in case this Act had not been made.

An ACT for Confirming and Establishing an Exchange of divers Lands in Little Leake, in the County of Nottingham, pursuant to an Agreement between Francis Lord Middleton, and Robert Bird, Esquire; and for other Purposes therein mentioned.

